

CANALS (IND)

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TERRE HAUTE, INDIANA

Special Collections

No. 25-

*Cornelius Cook*  
CONTRACT:

Section No. 4

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Chapman & Spann, Printers, Indianapolis.

Filed Sept 20  
1857



This Agreement, Made and concluded this 29th day of May, in the year 1848, between Cornelius Bokaly

party of the first part, and the BOARD OF TRUSTEES OF THE WABASH AND ERIE CANAL of the second part, WITNESSETH: That the said party of the first part covenants and agrees to construct, in a good, substantial, and workmanlike manner, all that part of the line of the Wabash and Erie Canal *South of Tem Haute* which is included in section No. 47- reference being herein had to the location and map of said line made by *William J. Ball* Engineer, agreeably to the following plan, that is to say: First, in all places where the natural surface of the earth is above the bottom of the Canal, and where the line requires excavation, all trees, saplings, bushes, stumps, and roots, shall be grubbed and dug up at least sixty feet wide; that is 34 on the towing-path side of the centre, and 30 wide on the opposite side of the centre of the Canal, and, together with all logs, brush, and wood of every description, shall be removed at least twenty feet beyond the outward line of said grubbing on each side; and on the space of twenty feet on each side of the said grubbing, all the trees, saplings, bushes, and stumps shall be cut down close to the ground, so that no part of any of them shall be left more than one foot in height above the natural surface of the earth, and shall also, together with all logs, brush, and wood of every kind, be removed entirely from said space. And the trees, saplings, and bushes shall also be cut down fifteen feet wide on each side of said space so to be cleared, and also all trees which in falling will be liable to break or injure the banks of the Canal, and wherever the situation of the line may require, the grubbing, low chopping, and clearing shall be extended in breadth, so far that no uncleared land may be occupied by the embankment or excavation. And no part of the trees, saplings, brush, stumps, wood or rubbish of any kind, shall be felled, laid, or deposited on either of the sections adjoining this contract. Second: The Canal and banks shall be so constructed and formed, by excavation or embankment, as either or both may be necessary in order to bring the same to the proper level, as designated by the Engineers or either of them, in the employment of said Board of Trustees; so that the water may in all places be at least forty feet wide in the Canal at the surface, twenty-six feet wide at the bottom, and four feet deep: Each of the banks shall be at least two feet perpendicular measurement, above the top water line; and such a slope shall be preserved on the inner side of the banks, both above and below the top water line, that every foot perpendicular rise in said banks shall give a horizontal base of one foot nine inches: The towing-path shall be at least ten feet wide at its surface, and shall be raised to such height above the top water line as may be designated by the Engineer; and wherever a difference in the elevation of the towing-path shall occur, the ascent or descent shall be such as may be directed by the Engineer: The towing-path shall be smooth and even, shall be composed of the best materials which the adjoining excavation will furnish, and shall be so constructed that the side next the Canal will be six inches higher than the opposite side, at the surface, with an uniform and regular slope, so that the water may run off from said path: In all cases where the materials excavated shall raise a spoil bank on either side of the Canal, above the exterior surface of the Canal banks, it shall be placed so far from the edge of the Canal as to give room for a ditch to be made eight feet wide in the bottom, and two feet deep, between said spoil bank and the towing-path, or bank opposite, as the case may be; and sluices or passages for the water shall either be left or cut through said spoil banks as often as the Engineer having charge of the work may direct, so that the water may drain off freely from the banks in an opposite direction from the Canal: The bank opposite the towing-path shall in no place be less than six feet wide at the surface, and shall be smooth and even, and shall be four inches lower at the back than on the face of the bank; and neither of the banks shall have a slope of lesser base in proportion to its height on the outer than on the inner side, except when there is a redundancy of stuff increasing the width of the bank beyond the requisition aforesaid. All loose and porous materials, and those which are perishable or permeable to water, shall occupy the outer extremities of the banks; and for a distance of at least ten feet, measured outwardly from the extremity of the top water line on each side the bank, shall be composed, both above and below the top water line, of the most pure, solid, compact, and water-tight earth which the adjoining excavation can supply; and no vegetable mould, muck, leaves, roots, grass, weeds, herbage, logs, sticks, brush, or any other substance of a porous or perishable nature, shall be left, laid, or in any way admitted into the said space of ten feet last described, and no wood of any description shall be admitted into any part of the banks. Third: in all cases of embankment, and where the bottom line of the Canal is as much as two feet above the surface of the earth, all the trees, bushes, saplings, and stumps, on the space occupied by the Canal and its banks, shall be cut close to the ground, and together with all logs, brush, and wood of every description, shall be removed entirely beyond the space occupied by the Canal and its embankments; and from a strip fifteen feet wide under each bank, to be so situated that the outer side of said strip shall be perpendicularly under the outer extremity of the banks, all the trees, bushes, stumps, and roots shall be thoroughly grubbed, and, together with all the logs, brush, roots, grass, herbage, vegetable and porous earth, shall be removed entirely without said bank, so that the banks may unite securely with the solid earth. And in all cases where the natural surface of the earth is below the surface of the water in the Canal, a muck or puddle ditch shall be dug under the centre of each bank, of the depth and width which may be directed, in order to guard effectually against leakage.

And the said party of the first part further covenants and agrees to build, found, and erect, in a good, substantial, and workmanlike manner, Lock No. conformably to the plan and specifications for the same, exhibited at the time of receiving proposals for constructing the work included in this contract.

And the said party of the first part further covenants and agrees to erect and build, in a good, substantial, and workmanlike manner, all and any such aqueducts, culvert or culverts, bridges or other mechanical structures, in such place or places, on section No. and of such materials, form, dimensions, and plan, as the Chief Engineer, or any other Engineer in the employ of the said Board of Trustees may direct.

And it is mutually agreed, that all the works on said section, or appertaining thereto, shall, during their progress, at all times be subject to the examination and careful inspection of the said Trustees, or any Engineer, or Agent of the Board, employed for that purpose. And the party of the first part shall conform to such rules as to the manner of doing any and of all the various kinds of work necessary for the construction of a canal on said section, works or devices connected therewith, as may, from time to time, be given or prescribed by the said Board of Trustees or any Engineer having charge of that part of the line: and the said party of the first part further agrees, at all times, to conform to any alteration, or deviation from the present Canal line, or level, and to any alteration in the plan, form, or manner of constructing the Canal, or any of the works or devices connected therewith or appertaining thereto, which may be prescribed or directed by the Board of Trustees or any Engineer having charge of the work. And it is further agreed that the work specified in this contract, or contemplated thereby, shall be performed and estimated in accordance with the plans, specifications, notices, rules and terms of contract, exhibited at the time of letting the work, or made public previous thereto, except so far as the same may be varied by the Engineer in charge of the line; and shall be fully completed, by the party of the first part, by the first day of November 1848.

And to prevent all disputes and misunderstandings between the parties, it is mutually agreed that *Wm J Ball* or some other competent Engineer to be selected by said Board of Trustees, shall be the inspector of said works, and shall decide whether they have been performed agreeably to the requisitions of this agreement and the instructions given as aforesaid by the said Board of Trustees or Engineer. And it is further agreed, that if, in the opinion of said Inspector, the party of the first part shall refuse or neglect to prosecute the work specified in this agreement in such a manner as to give reasonable assurance of its full completion by the time herein specified therefor, or shall neglect or refuse to conform to such rules and instructions as may be given in relation to the manner of doing the work, or to such alteration in the line, level, or plan of constructing the Canal,

as may be made agreeably to the stipulations of this agreement, or shall perform, or suffer to be performed, any part of the work in an unfaithful or unworkmanlike manner, the said inspector shall in either case have power to determine that this contract is abandoned and forfeited by the party of the first part, and such a determination shall absolve the second party from every obligation imposed on them by this agreement; and the said trustees may immediately thereafter proceed to dispose of the said section in the same manner as if this contract never existed. And it is further agreed, that whenever this contract, in the opinion of the inspector aforesaid, shall have been completely performed, in every respect, by said party of the first part, (provided the same shall be done by the time specified,) the said inspector shall certify the same in writing under his hand, together with his estimate of the amount of the various kinds of work herein specified, which shall have been done under this contract, which estimates shall be final between the parties; and thereupon the said party of the second part hereby covenants and agrees to pay, within ten days after notice of said certificates and estimates, to the said party of the first part, the sum which, according to this contract, shall be due, agreeably to said estimates of the Engineer, at the following rates or prices, to-wit:

For grubbing and clearing, per chain of four poles, <i>Three</i>	dollars	cents;
For excavation of earth in Canal, per cubic yard, <i>Ten</i>		cents;
For excavation of loose or detached rock, per cubic yard,		cents;
For excavation of solid rock, per cubic yard,		cents;
For excavation of culvert or lock pit, per cubic yard,		cents;
For excavation of aqueduct pits, above low water, per cubic yard,		cents;
For excavation of dam pits, above low water, per cubic yard,		cents;
For excavation of aqueduct pits, below low water, per cubic yard,		cents;
For full embankment, per cubic yard, <i>Ten</i>		cents;
For single embankment, per cubic yard,		cents;
For lock embankment, per cubic yard,		cents;
For bridge embankment, per cubic yard,		cents;
For puddling, per cubic yard,		cents;
For gravel filling in cribs, per cubic yard,		cents;
For stone filling in cribs, per cubic yard,	dollars	cents;
For cut stone masonry in lock, per cubic yard,	dollars	cents;
For cut stone masonry in aqueducts, per cubic yard,	dollars	cents;
For cut stone masonry in culverts, per cubic yard,	dollars	cents;
For cut stone masonry in bridges, per cubic yard,	dollars	cents;
For dry wall masonry in locks, per cubic yard,	dollars	cents;
For hammer dressed coursed masonry, per cubic yard,	dollars	cents;
For protection of loose stone, per cubic yard,	dollars	cents;
For protection of brush and stone, per cubic yard,	dollars	cents;
For brush protection, per square yard,		cents;
For foundation timber for culverts, per cubic foot,		cents;
For foundation timber for locks, per cubic foot,		cents;
For foundation timber for aqueduct or dam, per cubic foot,		cents;
For square timber in culvert, per cubic foot,		cents;
For square timber in lock or aqueduct cribs, per cubic foot,		cents;
For square timber in dam abutments, per cubic foot,		cents;
For frame timber in frame lock, per cubic foot,		cents;
For upright and cap timber in combined lock, per cubic foot,		cents;
For range timber in dam, per cubic foot,		cents;
For arch and head wall timber in culvert, per cubic foot,		cents;
For aqueduct trunk, per lineal foot,	dollars	cents;
For round ties, per lineal foot,		cents;
For brush and tree foundation of dam, per cord,	dollars	cents;
For covering timber of dam, per square foot,		cents;
For three inch foundation plank, per square foot,		cents;
For two inch oak plank for lock or dam, per square foot,		cents;
For two inch oak plank for sheet piling, per square foot,		cents;
For iron used about lock, per pound,		cents;
For iron used about dam, per pound,		cents;
For lock gates and mitre sills, complete,	dollars	cents;
For road bridge, complete,	dollars	cents;

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And the party of the first part further covenants and agrees to perform any work, device, or structure, in connexion with the work herein above stipulated to be done, which may be required to be done by the said Trustees or by the Engineer in charge of the line; and it is expressly understood and agreed, that for any such work, device, or structure, or for any work to be performed for which no price is above specified, the party of the first part shall be paid the price which the same shall be estimated to be worth by the Engineer charged with the duties of inspection as aforesaid.

And whenever the grubbing, clearing, or excavation of any of the different kinds herein specified, embankment, or any other work to be done under this contract, shall be increased or diminished by conforming to any alteration of the line, level, or plan of the work now made, agreeably to the direction of the said Board of Trustees, or any Engineer having charge of the work as herein before agreed, the quantity or amount of such increase or diminution of any or all the kinds of work herein specified, shall be estimated by said inspector agreeably to the foregoing rules, and the sum to be paid to the contractor shall be increased or diminished accordingly, agreeably to the rates and prices herein before specified.

It is further expressly agreed, that the party of the first part shall not sub-contract any portion of the work without the consent of the said Trustees, but shall constantly superintend, in person, the work herein specified, and all parts thereof (except so far as sickness or other unavoidable accident may prevent,) and a failure to comply with this requisition shall be considered and adjudged a forfeiture and abandonment of this contract on the part of the said party.

It is further mutually agreed, that, at any time when in the opinion of the inspector aforesaid the party of the first part shall neglect or refuse to prosecute the work specified in this agreement, or any part thereof, so as to give a satisfactory assurance that it will be completed by the time stipulated herein, that the said trustees shall be authorized to appoint an agent to superintend said work, or such part thereof as they may deem proper. The agent so appointed shall be authorized to employ hands and to purchase the necessary materials for carrying on and completing all or any part of the work to be performed under this agreement; and his receipt for money paid him by the said Board of Trustees shall be a good and sufficient voucher against the party of the first part, and all money so paid to the agent shall be charged to and on a final settlement of the accounts deducted from the sum which under this agreement may be payable to the party of the first part.

And it is further agreed by the contracting parties, that during the progress of the construction of the work herein contemplated estimates shall be made by the Engineer having charge of the work as often as the said Board of Trustees may deem necessary for the successful prosecution of the work; and the Engineer shall give his certificate of the quantity or amount of labor which the party of the first part shall have performed necessarily under the stipulations and conditions of this agreement, and the party of the second part hereby agrees to pay, within ten days after notice of the estimate and certificate of the Engineer shall have been made, to the party of the first part, one half of the amount or sum which, according to this contract, shall at the time be due, according to the estimate of the Engineer, for the labor which shall have been performed.

It is also further agreed and understood by and between the parties herunto, that the party of the first part is held liable for the payment of the wages of all laborers who may be employed on the jobs herein contracted, or on any works connected therewith, whether they be employed by the party of the first part, or by any sub-contractor or agent under the said party; and when, in the opinion of the said Trustees, it may be necessary to secure the laborers employed as aforesaid their wages, and they may think justice requires it, they are hereby authorized to pay to the said laborers the amount of their claims, and their receipts for the payments so made shall be good against the party of the first part.

It is further understood, that all stone quarried in excavating the Canal, shall belong to the said Board of Trustees, unless used in constructing some of the works herein contemplated.

It is further understood and expected that the party of the first part will use all reasonable exertions to discourage and prevent the use of spirituous liquor by the laborers engaged on this contract.

And it is further agreed, that the work embraced in this contract shall be commenced on or before the

*first day of*  
*July 1848.*

It is further agreed, that any receipts or acquittances extended to the said party of the second part on this contract, by any or either of the individual persons of the party of the first part above named, in the name of the firm, which is "

" shall be binding upon each and all of the persons constituting the party of the first part.

IN TESTIMONY WHEREOF, the parties to this agreement have hereunto set their hands and seals, the day and year first above written.

[SIGNED TRUSTEES.]

*Ch. Butler* [SEAL]  
*Am. Paine* [SEAL]  
*C. his* [SEAL]  
*2 Lokely* [SEAL]  
*mark* [SEAL]  
[SEAL]  
[SEAL]

VIGO COUNTY PUBLIC LIBRARY  
TERRE HAUTE, INDIANA

Special Collections



## CANALS (IN)

Henry Brasher did construction work on the canal and sued canal trustees for money he felt due him.

Sent by Linda Jeffries from Court House, Vigo County IN

February 27, 2003

One Library Square  
Terre Haute, IN 47807  
812-232-1113  
Fax: 812-232-3208  
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24  
This Agreement, Made and concluded this 26<sup>th</sup>  
year 1850, between Henry Brasher

day of June, in the

party of the first part, and the BOARD OF TRUSTEES OF THE WABASH AND ERIE CANAL of the second part, *WITNESSETH*: That the said party of the first part covenants and agrees to construct, in a good, substantial, and workmanlike manner, all that part of the line of the Wabash and Erie Canal *South of Terre Haute* which is included in sections No. *173 and 175* - reference being herein had to the location and map of said line made by *William J. Ball* Engineer, agreeably to the following plan; that is to say: First, in all places where the natural surface of the earth is above the bottom of the Canal, and where the line requires excavation, all trees, saplings, bushes, stumps, and roots, shall be grubbed and dug up at least sixty ~~four~~ *thirty* feet wide; that is *30* on the towing-path side of the centre, and *30* wide on the opposite side of the centre of the Canal, and, together with all logs, brush, and wood of every description, shall be removed at least twenty feet beyond the outward line of said grubbing on each side; and on the space of twenty feet on each side of the said grubbing, all the trees, saplings, bushes, and stumps shall be cut down close to the ground, so that no part of any of them shall be left more than one foot in height above the natural surface of the earth, and shall also, together with all logs, brush, and wood of every kind, be removed entirely from said space. And the trees, saplings, and bushes shall also be cut down fifteen feet wide on each side of said space so to be cleared, and also all trees which in falling will be liable to break or injure the banks of the Canal, and wherever the situation of the line may require, the grubbing, low chopping, and clearing shall be extended in breadth, so far that no uncleared land may be occupied by the embankment or excavation. And no part of the trees, saplings, brush, stumps, wood or rubbish of any kind, shall be felled, laid, or deposited on either of the sections adjoining this contract. Second: The Canal and banks shall be so constructed and formed, by excavation or embankment, as either or both may be necessary in order to bring the same to the proper level, as designated by the Engineers or either of them, in the employment of said Board of Trustees; so that the water may in all places be at least forty feet wide in the Canal at the surface, twenty-six feet wide at the bottom, and four feet deep: Each of the banks shall be at least two feet perpendicular measurement, above the top water line; and such a slope shall be preserved on the inner side of the banks, both above and below the top water line, that every foot perpendicular rise in said banks shall give a horizontal base of one foot nine inches: The towing-path shall be at least ten feet wide at its surface, and shall be raised to such height above the top water line as may be designated by the Engineer; and wherever a difference in the elevation of the towing-path shall occur, the ascent or descent shall be such as may be directed by the Engineer: The towing-path shall be smooth and even, shall be composed of the best materials which the adjoining excavation will furnish, and shall be so constructed that the side next the Canal will be six inches higher than the opposite side, at the surface, with an uniform and regular slope, so that the water may run off from said path: In all cases where the materials excavated shall raise a spoil bank on either side of the Canal, above the exterior surface of the Canal banks, it shall be placed so far from the edge of the Canal as to give room for a ditch to be made eight feet wide in the bottom, and two feet deep, between said spoil bank and the towing-path, or bank opposite, as the case may be; and sluices or passages for the water shall either be left or cut through said spoil banks as often as the Engineer having charge of the work may direct, so that the water may drain off freely from the banks in an opposite direction from the Canal: The bank opposite the towing-path shall in no place be less than six feet wide at the surface, and shall be smooth and even, and shall be four inches lower at the back than on the face of the bank; and neither of the banks shall have a slope of lesser base in proportion to its height on the outer than on the inner side, except when there is a redundancy of stuff increasing the width of the bank beyond the requisition aforesaid. All loose and porous materials, and those which are perishable or permeable to water, shall occupy the outer extremities of the banks; and for a distance of at least ten feet, measured outwardly from the extremity of the top water line on each side the bank, shall be composed, both above and below the top water line, of the most pure, solid, compact, and water-tight earth which the adjoining excavation can supply; and no vegetable mould, muck, leaves, roots, grass, weeds, herbage, logs, sticks, brush, or any other substance of a porous or perishable nature, shall be left, laid, or in any way admitted into the said space of ten feet last described, and no wood of any description shall be admitted into any part of the banks. Third: in all cases of embankment, and where the bottom line of the Canal is as much as two feet above the surface of the earth, all the trees, bushes, saplings, and stumps, on the space occupied by the Canal and its banks, shall be cut close to the ground, and together with all logs, brush, and wood of every description, shall be removed entirely beyond the space occupied by the Canal and its embankments; and from a strip fifteen feet wide under each bank, to be so situated that the outer side of said strip shall be perpendicularly under the outer extremity of the banks, all the trees, bushes, stumps, and roots shall be thoroughly grubbed, and, together with all the logs, brush, roots, grass, herbage, vegetable and porous earth, shall be removed entirely without said bank, so that the banks may unite securely with the solid earth. And in all cases where the natural surface of the earth is below the surface of the water in the Canal, a muck or puddle ditch shall be dug under the centre of each bank, of the depth and width which may be directed, in order to guard effectually against leakage.

And the said party of the first part further covenants and agrees to build, found, and erect, in a good, substantial, and workmanlike manner, Lock No. *conformably to the plan and specifications for the same, exhibited at the time of receiving proposals for constructing the work included in this contract.*

And the said party of the first part further covenants and agrees to erect and build, in a good, substantial, and workmanlike manner, all and any such aqueducts, culvert or culverts, bridges or other mechanical structures, in such place or places, on section No. *and of such materials, form, dimensions, and plan, as the Chief Engineer, or any other Engineer in the employ of the said Board of Trustees may direct.*

And it is mutually agreed, that all the works on said sections, or appertaining thereto, shall, during their progress, at all times be subject to the examination and careful inspection of the said Trustees, or any Engineer, or Agent of the Board, employed for that purpose. And the party of the first part shall conform to such rules as to the manner of doing any and of all the various kinds of work necessary for the construction of a canal on said sections, works or devices connected therewith, as may, from time to time, be given or prescribed by the said Board of Trustees or any Engineer having charge of that part of the line: and the said party of the first part further agrees, at all times, to conform to any alteration, or deviation from the present Canal line, or level, and to any alteration in the plan, form, or manner of constructing the Canal, or any of the works or devices connected therewith or appertaining thereto, which may be prescribed or directed by the Board of Trustees or any Engineer having charge of the work. And it is further agreed that the work specified in this contract, or contemplated thereby, shall be performed and estimated in accordance with the plans, specifications, notices, rules and terms of contract, exhibited at the time of letting the work, or made public previous thereto, except so far as the same may be varied by the Engineer in charge of the line; and shall be fully completed, by the party of the first part, by the *first* day of *July, 1851*

And to prevent all disputes and misunderstandings between the parties, it is mutually agreed that *William J. Ball* or some other competent Engineer to be selected by said Board of Trustees, shall be the inspector of said works, and shall decide whether they have been performed agreeably to the requisitions of this agreement and the instructions given as aforesaid by the said Board of Trustees or Engineer. And it is further agreed, that if, in the opinion of said Inspector, the party of the first part shall refuse or neglect to prosecute the work specified in this agreement in such a manner as to give reasonable assurance of its full completion by the time herein specified therefor, or shall neglect or refuse to conform to such rules and instructions as may be given in relation to the manner of doing the work, or to such alteration in the line, level, or plan of constructing the Canal,



as may be made agreeably, to the stipulations of this agreement, or shall perform, or suffer to be performed, any part of the work in an unfaithful or unworkmanlike manner, the said inspector shall in either case have power to determine that this contract is abandoned and forfeited by the party of the first part, and such a determination shall absolve the second party from every obligation imposed on them by this agreement; and the said trustees may immediately thereafter proceed to dispose of the said section in the same manner as if this contract never existed. And it is further agreed, that whenever this contract, in the opinion of the inspector aforesaid, shall have been completely performed, in every respect, by said party of the first part, (provided the same shall be done by the time specified,) the said inspector shall certify the same in writing under his hand, together with his estimate of the amount of the various kinds of work herein specified, which shall have been done under this contract, which estimates shall be final between the parties; and thereupon the said party of the second part hereby covenants and agrees to pay, within ten days after notice of said certificates and estimates, to the said party of the first part, the sum which, according to this contract, shall be due, agreeably to said estimates of the Engineer, at the following rates or prices, to-wit:

For grubbing and clearing, per chain of four poles,	<i>175</i>	<i>Thirteen</i>	dollars	cents;
For excavation of earth in Canal, per cubic yard,	<i>175</i>	<i>Thirteen</i>	dollars	cents;
For excavation of loose or detached rock, per cubic yard,				cents;
For excavation of solid rock, per cubic yard,				cents;
For excavation of culvert or lock pit, per cubic yard,				cents;
For excavation of aqueduct pits, above low water, per cubic yard,				cents;
For excavation of dam pits, above low water, per cubic yard,				cents;
For excavation of aqueduct pits, below low water, per cubic yard,				cents;
For full embankment, per cubic yard,				cents;
For single embankment, per cubic yard,	<i>173</i>	<i>Thirteen</i>	<i>175</i>	<i>Twelve</i>
For lock embankment, per cubic yard,				cents;
For bridge embankment, per cubic yard,				cents;
For puddling, per cubic yard,				cents;
For gravel filling in cribs, per cubic yard,				cents;
For stone filling in cribs, per cubic yard,			dollars	cents;
For cut stone masonry in lock, per cubic yard,			dollars	cents;
For cut stone masonry in aqueducts, per cubic yard,			dollars	cents;
For cut stone masonry in culverts, per cubic yard,			dollars	cents;
For cut stone masonry in bridges, per cubic yard,			dollars	cents;
For dry wall masonry in locks, per cubic yard,			dollars	cents;
For hammer dressed coursed masonry, per cubic yard,			dollars	cents;
For protection of loose stone, per cubic yard,			dollars	cents;
For protection of brush and stone, per cubic yard,			dollars	cents;
For brush protection, per square yard,				cents;
For foundation timber for culverts, per cubic foot,				cents;
For foundation timber for locks, per cubic foot,				cents;
For foundation timber for aqueduct or dam, per cubic foot,				cents;
For square timber in culvert, per cubic foot,				cents;
For square timber in lock or aqueduct cribs, per cubic foot,				cents;
For square timber in dam abutments, per cubic foot,				cents;
For frame timber in frame lock, per cubic foot,				cents;
For upright and cap timber in combined lock, per cubic foot,				cents;
For range timber in dam, per cubic foot,				cents;
For arch and head wall timber in culvert, per cubic foot,				cents;
For aqueduct trunk, per lineal foot,			dollars	cents;
For round ties, per lineal foot,				cents;
For brush and tree foundation of dam, per cord,			dollars	cents;
For covering timber of dam, per square foot,				cents;
For three inch foundation plank, per square foot,				cents;
For two inch oak plank for lock or dam, per square foot,				cents;
For two inch oak plank for sheet piling, per square foot,				cents;
For iron used about lock, per pound,				cents;
For iron used about dam, per pound,				cents;
For lock gates and mitre sills, complete,			dollars	cents;
For road bridge, complete,			dollars	cents;



And the party of the first part further ~~may~~ perform any work, device, or structure, in connexion with the work herein above stipulated to be done, which ~~may~~ be required to be done by the said Trustees or by the Engineer in charge of the line; and it is expressly understood and agreed, that for any such work, device, or structure, or for any work to be performed for which no price is above specified, the party of the first part shall be paid the price which the same shall be estimated to be worth by the Engineer charged with the duties of inspection as aforesaid.

And whenever the grubbing, clearing, or excavation of any of the different kinds herein specified, embankment, or any other work to be done under this contract, shall be increased or diminished by conforming to any alteration of the line, level, or plan of the work now made, agreeably to the direction of the said Board of Trustees, or any Engineer having charge of the work as herein before agreed, the quantity or amount of such increase or diminution of any or all the kinds of work herein specified, shall be estimated by said inspector agreeably to the foregoing rules, and the sum to be paid to the contractor shall be increased or diminished accordingly, agreeably to the rates and prices herein before specified.

It is further expressly agreed, that the party of the first part shall not sub-contract any portion of the work without the consent of the said Trustees, but shall constantly superintend, in person, the work herein specified, and all parts thereof (except so far as sickness or other unavoidable accident may prevent,) and a failure to comply with this requisition shall be considered and adjudged a forfeiture and abandonment of this contract on the part of the said party.

It is further mutually agreed, that, at any time when in the opinion of the inspector aforesaid the party of the first part shall neglect or refuse to prosecute the work specified in this agreement, or any part thereof, so as to give a satisfactory assurance that it will be completed by the time stipulated herein, that the said trustees shall be authorized to appoint an agent to superintend said work, or such part thereof as they may deem proper. The agent so appointed shall be authorized to employ hands and to purchase the necessary materials for carrying on and completing all or any part of the work to be performed under this agreement; and his receipt for money paid him by the said Board of Trustees shall be a good and sufficient voucher against the party of the first part, and all money so paid to the agent shall be charged to and on a final settlement of the accounts deducted from the sum which under this agreement may be payable to the party of the first part.

And it is further agreed by the contracting parties, that during the progress of the construction of the work herein contemplated estimates shall be made by the Engineer having charge of the work as often as the said Board of Trustees may deem necessary for the successful prosecution of the work; and the Engineer shall give his certificate of the quantity or amount of labor which the party of the first part shall have performed necessarily under the stipulations and conditions of this agreement, and the party of the second part hereby agrees to pay, within ten days after notice of the estimate and certificate of the Engineer shall have been made, to the party of the first part, one half of the amount or sum which, according to this contract, shall at the time be due, according to the estimate of the Engineer, for the labor which shall have been performed.

It is also further agreed and understood by and between the parties hereunto, that the party of the first part is held liable for the payment of the wages of all laborers who may be employed on the jobs herein contracted, or on any works connected therewith, whether they be employed by the party of the first part, or by any sub-contractor or agent under the said party; and when, in the opinion of the said Trustees, it may be necessary to secure the laborers employed as aforesaid their wages, and they may think justice requires it; they are hereby authorized to pay to the said laborers the amount of their claims, and their receipts for the payments so made shall be good against the party of the first part.

It is further understood, that all stone quarried in excavating the Canal, shall belong to the said Board of Trustees, unless used in constructing some of the works herein contemplated.

It is further understood and expected that the party of the first part will use all reasonable exertions to discourage and prevent the use of spirituous liquor by the laborers engaged on this contract.

And it is further agreed, that the work embraced in this contract shall be commenced on or before the *first day of*

*August 1850*

It is further agreed, that any receipts or acquittances executed to the said party of the second part on this contract, by any or either of the individual persons of the party of the first part above named, in the name of the firm, which is "*Henry*" *Marker*, shall be binding upon each and all of the persons constituting the party of the first part.

IN TESTIMONY WHEREOF, the parties to this agreement have hereunto set their hands and seals, the day and year first above written.

[SIGNED TRIFIGATES.]

*Henry Brother* [SEAL.]

*Thos. Houbing* [SEAL.]

[SEAL.]

[SEAL.]

[SEAL.]

[SEAL.]



Chains ( <sup>(Distances from Center)</sup> <sup>(in</sup> <sup>Feet)</sup> 2940, 3440, 2440 ) S. 31. E. Center S. 13. E. Right Bank C. 90. 00 )

C. S. & Co. 10		C. S. & Co. 10		C. S. & Co. 10		C. S. & Co. 10	
-7.10	3.60		0.00				
-8.20	7.20		-0.60			7.70	809
-9.00	5.20		+0.60			8.00	873
-7.60	2.20		+1.00			7.80	699
-8.40	-1.50		+1.00			7.50	581
-7.10	4.80		-2.50			7.60	697
-5.80	0.00		+2.10			7.90	618
-7.00	-1.20		+1.70			8.10	1160
-6.00	-1.00		+2.60			8.40	1179
-11.00	+0.50		+2.50			8.70	1101
-3.60	+1.00		+3.50			7.70	328
-5.00	-1.60		+1.60	+3.00		7.10	1108
-8.50	-3.20		-1.00	+0.60		7.80	614
-8.50	-2.70		+1.00	+1.60		7.80	680
-12.20	-3.00		-1.60			8.20	689
-12.50	-3.70		-13.00			8.00	743
-12.00	-5.40		+1.70			8.00	814
-12.70	-7.70		-5.00			8.00	995
-12.30	-8.60		-2.60			7.60	1217
-12.10	-8.30		-1.00			7.70	1246
-13.30	-9.50		-3.20			7.30	1275
-13.00	-11.40		-1.60			7.70	1481
-12.50	-7.60		-4.60	+1.40	+6.00	7.70	1486
-14.30	-9.00		-1.20	+0.40	+6.00	7.90	1331
-13.70	-9.30		-2.00	+2.00	+14.00	8.00	1349
-13.30	-6.70		+2.00	+5.00	+16.30	7.80	1227
-9.50	-4.80		+1.50			8.00	809
-13.00	-3.10	-1.00	+1.10			7.70	636
-12.00	-3.00	-1.30	+0.70	+1.00		7.40	697
-8.50	-2.70	-0.50	+1.50	+1.50		7.30	626
-6.50	-4.00	-2.00	-0.40			7.70	609
-3.50	-1.00	+0.70	-2.10			7.18	513

Over



C. I	27.10	31.40	24.40	S. J.	Albion	S. B.	High Result	Cyds
-1.80	<del>4.00</del>	4.00	3.30	-1.30	-1.30		7.10	521
-1.90		<del>1.20</del>	-1.20	-0.60			7.00	638
-1.90			+3.00	-6.80			6.70	1182
-4.00				+1.30			6.60	384
-6.70				+0.30			7.10	1194
-6.30				-2.80			7.20	682
-4.40				+1.30				672
-8.10				+1.20				565

Total quantities as per  
 Book are as follows  
 Cubic Yds 29,848 in Single Embankment  
 820 cu yds. Excavation  
 39 Chains of Clearing

*Henry Sawyer*



Henry Brasher

17

The Board of Trustees of  
the Wabash & Erie Canal,

In the N.Y. Circuit  
Court March Term  
1852.

13. It is remembered that on the trial  
of this cause the plff called & produced  
as a witness therein one Jackson  
Vest who after being duly sworn testified  
that he was a hand of the plffs on  
the canal, that he knows that the  
plff worked for the dffs in the construc-  
-tion of section 173 of the Wabash & Erie  
Canal, that Brasher worked after the  
June Estimate 1850 till the 7th July  
when he suspended the work on account  
of the Cholera, there was estimate \$244  
for the work that Brasher did up to this  
time Brasher worked on averages during  
this time 28 men at 90cts per day & five  
teams at \$200 per day. Brasher went  
upon the work again in Nov. & superintended  
-did for him, till the 4th January when I  
got my leg broke, the average number  
of men upon the work was from 20 to  
25 per day & five cents per day. There  
were over 500 days work done in this  
time, the men worked well, winter  
remained on the work till April  
when he got well enough to go out on  
horseback & superintend, this he did  
for some time when he left the work.  
work was worth during the time a part  
of the time 90 cts. per day a part 95 cts per  
day & a part of the time \$1.00. Brasher



team, was worth \$200 per day. during the  
time that I was on the work the men  
would shovel about 20 yards per day each  
the work was slow, the ~~city~~ Dept. Engineer  
laid off the work & directed how it should  
be done. Parker was contractor on the  
section.

C

Conf. ex. by Dept. witness says that he knew  
the men shovelled the 20 yards per day  
each by having measured the carts  
& counted the loads. That they used to keep  
count for the purpose of knowing what  
they were doing =

Understand that Parker had a written  
Contract for the work, containing the  
price of the work, saw him on one  
~~some~~ occasion have the contract cut in  
the shanty on the works where he sublets  
the section below.

the opinion of Dept. & regarded the evidence



The plaintiff called James Deneal who  
being duly sworn said that he was  
in the employ of Brusher on said  
section 173. That Brusher worked it  
according to the direction of Major  
Sgt Engineer. That the plaintiff performed  
for dptw that section 2324 days work  
by men & 405. days work by teams  
winter commenced work for plaintiff  
last of June worked till 7th July then  
broke off till November, & finished the  
section in ~~May~~ June. The year after,  
the plaintiff here offered to prove by the  
witness the value of the labors  
performed by plaintiff for the dpt, the value  
of the days work by men & by teams,  
& the value of the work. But the dpt  
objected because as the dpt alleged  
plaintiff witness Beck had testified that  
plaintiff had a contract for the section & that  
he could offer no proof of value indepen-  
=dent of the contract, the Court sustained  
the objection of dpt & rejected the evidence  
offered; & refused to allow the plaintiff to  
proceed with the evidence before offered  
& the plaintiff then & there excepted.

and shall decide whether they have  
given as aforesaid by the said Board of Trustees  
party of the first part shall refuse or neglect to  
assurance of its full completion by the time here  
as may be given in relation to the manner of d

[REDACTED]  
[REDACTED]  
[REDACTED]



The plff then recalled said Rich who testified that the paper heint annexed marked "A" was the paper he alluded to as the contract & the one that he saw in the plffs possession and the only paper purporting to be a contract that he knew anything about.

The plff then exhibited the said paper to the Court and claimed and insisted that upon an inspection thereof it <sup>was</sup> ~~was~~ not a contract binding upon the parties or upon the plffs. The <sup>def</sup> also produced a counterpart or duplicate of said paper and proved that the signatures to the same were those of Henry Mosher the plff & of Thos Dowling & that Dowling was <sup>then</sup> one of the partners of the Webster & Erie Canal <sup>at the time</sup> ~~at the time~~ <sup>and that the same had been upon the files in the Office of the Register</sup> ~~at the time~~ <sup>and</sup> the plff also then produced & proved to the Court the following instrument of writing marked "B" "C" X & Y. having proved that there was no other contract between the Plff & defendants except the one produced.

(Here by agreement of parties the Clerk will insert the foregoing papers marked as above.)

To all of which proof offered by the def to the Court the plff at the time the same was offered there and there objected to each & every part thereof but the Court overruled the objection & admitted the evidence & the plff excepted.

The plff then proved that the defts knew



was a common seal, which is signed  
the said seal at the date of said  
supposed contract.

The plaintiff then offered to prove, <sup>to the jury</sup> the value  
of his labor for the depth on said section  
178. as upon a quantum meruit  
The plaintiff insisting that said instrument  
of writing claimed to be a contract  
between the parties by the depth was  
not a contract, that it was void  
for the want of mutuality between  
the parties and that it was not  
executed by the depth & was not a  
binding agreement between the  
parties. ~~but the depth insisted to the~~  
plaintiff giving the evidence offered and  
the court sustained the objection and  
ruled that the plaintiff could not give the  
evidence <sup>offered</sup> ~~offered~~ <sup>the</sup> of the paper offered  
was a valid contract between the  
parties, to which ruling & decision  
of the court the plaintiff then & there  
accepted.

The plaintiff then gave said paper in evidence  
which being read to the jury, <sup>the</sup> called on a  
witness, Edmund Collins who being <sup>sworn</sup>  
testified that he was a clerk in the <sup>agency</sup> ~~the~~ <sup>agency</sup>  
office but not an Engineer. that at the  
instance of William J. Ball defendant  
engineer he made out the foregoing  
paper purporting to be a final estimate  
of the work done on said section, that he put



of which is here attached, marked,  
"H" that the column showing the heights  
of bank over cut in the 1300 ft. the  
time that the vitreous examined the  
same, vitreous says that having over  
measured the length of this section & found it 40  
chars. looking about 6 feet. That he was now  
acquainted with the section before ~~that~~ that  
time that he relied upon best to point  
out the beginning & termination of the section  
if that was correctly done believe the  
measurement correct, measured  
with a tape line which had been  
by vitreous adjusted with a graduated rule,  
and measured on top of the 1300 ft.  
The annexed profile marked "G" shows  
what vitreous understood by the figures to  
represent ~~the~~ the shape of the surface of the earth  
~~The bluff also located~~ along which  
the canal is built, it was constructed  
along a bluff & curved around it. The  
horizontal line shows the point in the  
bank at bottom of canal, the ~~bottom~~ <sup>which</sup> ~~of~~  
the embankment <sup>that line is below bottom,</sup> is below ~~bottom~~ of canal



The Piff recalled said that the testified  
that he kept measuring the length of the section  
thru one Jordan or present when it was  
done, & Jordan had worked with alpenin  
on it. that alpenin & knew from certain  
land marks where the section commences  
ended & terminates, that he commenced  
& ended with the section in the measuring  
& that Jordan being present also said it  
was right, that the section is on a  
curve, not much of it in a straight  
line, that he measured the height  
of the embankment above bottom of  
repeatedly while it was being put up.  
& found it upwards of 8 feet above  
bottom,

Ornel being recalled by Piff said  
that he also measured the <sup>height of the</sup> canal  
bank as it was being put up, that  
it was an easy matter to do it, by  
placing a rod on the top of the stakes  
stake, for bottom of the canal, &  
sighting across the bank he could  
determine its height, it was upwards  
of an eight foot bank above bottom  
of canal, heard the Engineer of  
Dept. No. 1 Spring say when he  
was on the bank laying off the work  
that it was upwards of eight foot  
bank,

... (The  
... after



copy was never shown a paper which is as follows (then by agreement of parties  
insert the paper entitled "Note to Brester" & is marked "P") and witness said that  
said paper

The defendant then introduced as witness  
young Bull who testified after being duly  
sworn that he directed the estimate  
to be made by Mr Collins hereinafter  
which is as follows (then by agreement of parties  
referred to & marked "P") that the same  
was made & based upon the figures  
indicating the size of the Embankment  
made by Mr Hargreaves & in the Book  
by the witness exhibited, that the  
estimate is for a dip & a half foot  
bank above bottom of canal & for  
thirty <sup>nine</sup> ~~four~~ chains in length, that taking  
the figures as a basis & following the bank  
to be ~~only~~ 6 1/2 feet high above bottom of canal  
the bank contains 29848 yards & no more  
witness has examined it and there is no  
is confident that there is no mistake  
in his calculations, is resident engineer  
on the canal made out the certificates  
heats attached, marked  
at the time the last one was made out  
witness Foster drawing & Mr Jacob  
Hager clerk of the Works were present  
at the table as well as Brester, this  
was at Vincennes Brester then  
got his check for the money (The paper  
here shown to the witness & here attached  
& marked "P") was put <sup>up</sup> at the sitting  
of contracts on the canal at Petersburg, this  
section was then let <sup>to West and others</sup> ~~it was~~ after the letting was  
over <sup>it was</sup> taken down by me & filed in the Foster  
office when it has since remained, paper of this  
character have been exhibited at every public

of course you etc. may a party get  
day & a parcel the time from



letting since 1832, in the state, there was a report that  
was in the Engineer's office at New Haven, saying  
not know of any other or different notices  
was being exhibited at any sitting of the Court  
concerning the canal.

Capt. Ex<sup>o</sup> says. That Master was charged  
with amount of yard that had been  
estimated to him, claimed myself writing  
told him that if there was any mistake  
he would correct it, writing, Cried out  
disclaim any mistake, the Captain etc  
did not contain any allowance for  
earth thrown over the bank by  
Master <sup>but his</sup> any estimate <sup>been made for this</sup>  
Master <sup>and it was for</sup> 39 chains of  
the <sup>the</sup> estimate <sup>for a whole ditch</sup>  
Embankment & two acres, the  
Boiler furnished & found which  
writing got his data for the amount  
did not contain or show the height  
of the bank; that Captain was there  
blank, writing estimates at a six foot  
bank above bottom, Master at the time  
& series has complained of the measurement  
alleges that he lost money on the section  
<sup>that</sup> <sup>(Kewant's is measured)</sup> I looked it over  
& could not show with found any mistake

This section was let to Tech & others at the  
Peterburg sitting, afterwards in June  
West & King with the section & writing  
supplies it was let to Briggs & others  
as <sup>part of the</sup> <sup>part of the</sup>



4  
This section was let to Tech & others at the  
Peterburg sitting, afterwards in June  
West Hering wished the section & cuttings  
supposed it was let to Brasher, & was  
a private sitting, cuttings was not  
present & don't know what was said  
at that time. Says it would be difficult  
to ascertain the terminus of a section of the  
canal after it is finished. Does not believe  
he could himself find the end of this section



measuring a witness for the soft being  
duly sworn says that he on any view  
of the days in charge of the work on  
this & the sections of the Canal, that he  
staked the same out, that the Book  
presented contains the true staking out  
of the sections, & the quantities and the section  
reckoning the ~~section~~ embankment  
to be six & a half feet above the bottom  
of the Canal.

That there was a paper like the one  
marked "A" put up in the office  
occupied by witness at Kinderhook  
about three miles below Bro. his work,  
never saw Brother there & don't remember  
the time it was set up. This like all  
the notions that witness has ever seen  
governing or controlling the <sup>length of the</sup> ~~contract~~  
on Canals. That he measured the <sup>length of the</sup> ~~section~~  
by a chain, that he measured in the  
center of the Canal, did not measure  
the length of the bank, in the center where  
he measured it was 39 chains, the  
Canal is curved some around the hill  
but not enough witness thinks to make  
a difference in the length of the embankment  
& Canal of one chain. <sup>Since the work was done</sup> thinks it would  
be difficult to find the end of the section  
left the work the first of May before it was  
finished, in putting up top stakes  
endeavored to put them high enough so  
as to allow one tenth of the whole height  
of the bank for settling

as containing 39 chains.

John Thaw

over  
office  
John



1  
Might a witness for depts testified that  
he was an Engineer in their Employ.  
that two or three weeks since he  
measured the heights of the bank  
of section 173. above bottom of canal.  
that he found the bench marks  
on the Canal & measured opposite each  
out two stakes on the section except one  
& found the heights of the bank  
above bottom of the Canal to be according  
to the heights indicated in the column  
of figures in said book marked in Book  
"Height of Bank" & marked in same way  
in the annexed paper marked "A" that  
until that time the book did not show  
the heights of the bank above bottom.  
That the paper marked "A" is the usual  
Notice up at Public Meetings of Contractors  
on the Canal, that one of them was  
up in the office occupied by him at  
Washington, don't remember when  
it was put up; never saw the left  
in Washington; Has seen similar notices laying  
about on the table in the Office in Tenn House.

When he measured this Section a few days since  
he could only find but one end of the Section



Laurel Hays a witness previously ~~being~~  
being sworn said that he wrote or filled up  
the Contract signed by Busher ~~for~~ during  
this work that he does not remember  
of seeing him sign it, nor of seeing  
the notice or that it was present,  
it is the usual notice accompanying  
public lettings, does not know that  
Busher ever saw the notice.

To all of the evidence given by any of  
the foregoing witnesses respecting the said  
notice the plff at the time the same  
was offered objected & the ~~objection~~ <sup>court overruled</sup>  
the objection & admitted the evidence & plff  
excepted. The objt then proposed to  
read said notice in evidence to the  
jury. The plff objected, the court overruled  
the objection, the plff excepted, & the notice  
was read in evidence to the jury.

The plff also proved the contents of the  
opinion's certificate & receipts marked  
"B" "C" "H" & "Y"

and read the same in evidence to the  
jury the plff objected to the same being  
given in evidence to the jury the court  
overruled the objection & plff excepted.  
Witness W. Hays testified that the  
receipt given on the first estimate  
was given by plff at the time & in  
manner mentioned by W. Ball, all parties  
were sitting at the table, don't remember  
what was said, was not paying  
attention to what W. Ball was saying



to Master,

I left also from the execution of the following receipts by Plff marked "O" "P" and also the certificates following then marked "M" "L" - That said receipts are given in presentation of said certificates & said certificates were made by Mr Bull the Dyers Engineer (here insert the receipts and certificates in order as marked, by agreement of parties)

The Dyers proved by Mr Bull, Mr Moynihan Wright & Spink that in their opinion the height of the Bank as measured by the Wright is true to high to within a full & complete dip and a half foot Bank when it is fully settled, all of which proves the Plff at the time objected, He was admitted the evidence & Plff excepted.



The peff proved by deccel that while  
was carrying on the work there was a  
quantity of quick sand fell down  
out of the bluff into the prism of the  
canal, that Maysinger told Brasher  
that he must put it over the Bank  
of the Canal, & not put it in the  
Bank & he would be paid \$200  
for it, Brasher did put it over  
the Bank, it was worth \$50. to do  
this work & cost Brasher that sum.

and the jury was all the  
evidence in the case, and the court  
before the jury retired from the  
Bar to consider of their verdict. Enquire  
of the peff counsel if they desired  
any instructions to be given to the  
jury on account of the peff &  
was answered that they did not wish  
the Court should at the instance of  
the deff or otherwise give such  
instructions or should in the opinion  
of the Counsel of peff make it  
necessary to ask instructions for the  
peff, whereupon the Court instructed  
the jury as follows, (here by agreement  
insert instructions given) & the peff



then excepted to the same, & prayed the  
Court to give the following <sup>written</sup> instructions  
to the jury, <sup>and insert instructions as found on next page</sup> ~~the jury~~ ~~the~~ ~~jury~~ ~~and~~  
~~removing out of the jury~~ ~~the~~ ~~jury~~ ~~and~~  
~~the Court refused to~~ ~~give~~ ~~said~~  
~~instructions~~ ~~from~~ ~~the~~ ~~jury~~ ~~and~~  
~~then to give any instructions for~~  
~~the~~ ~~jury~~ ~~the~~ ~~jury~~ ~~excepted~~ ~~to~~ ~~the~~ ~~jury~~  
~~and the instructions asked for by~~ ~~the~~ ~~jury~~ ~~by~~ ~~ag-~~  
~~ent~~ which were severally refused by the the Court  
except as given on motion of the plaintiff as aforesaid. To  
the refusal of the Court to give said instructions and each  
of them the plaintiff by his counsel excepts



1. That if the jury find that there has been any fraud or mistake in the measurement of the work done by Brasher, he is entitled to recover at the contract price the value of the work performed, or erroneously omitted to be measured =

2. That unless the jury find that the notice produced, was "exhibited at the time of the letting" the work to Brasher, or was "made public previous thereto" Brasher is not bound by it =

~~That the receipt is a full proof of payment, but that if it is obtained by fraud or mistake, it is not conclusive & binding~~

3. That a receipt in full is prima facie evidence that the work is contained, but if it was obtained by fraud, error or mistake it is "not binding on the plaintiff" =

After the jury returned with the verdict in favor of the plaintiff, thereon the plaintiff moved for a new trial & filed the following reasons therefor (then by agreement waived second) but the court overruled the motion for a new trial & the plaintiff accepted =



REFERENCE  
DO NOT CIRCULATE

INDIANA ROOM  
PAMPHLET FILE

WABASH AND ERIE CANAL, INDIANA

CANAL LETTING

The undersigned will receive sealed proposals at Terre-Haute, Indiana, on the 24th day of May next, for the construction of forty miles of the Wabash and Erie Canal, extending from Terre-Haute to Point Commerce, on the West Fork of White River. The line will be divided into sections about a half mile in length, and will embrace the variety of work usually presented on a similar division of Canal; amongst which is one reservoir, a number of lift locks, culverts, etc., together with the rebuilding of a portion of Eel river dam, and the guard-lock connected therewith.

Payments will be made as the work advances, in par funds.

The line to be let will be ready for inspection by the 15th of May, and by the 20th of that month, the plans, specifications, estimates of quantities, etc., will be exhibited at the Engineer's office in Terre-Haute.

Dated Terre-Haute, 17th March, 1848.

CHARLES BUTLER.

THOS. H. BLAKE.

AUSTIN M. PUETT.

Trustees of the Wabash and Erie Canal.

Terre-Haute, April 5, 1848-16-tf.

NOTE: This article was copied from the Wabash Express paper, April 19, 1848, page 3, column 2.



INDIANA ROOM  
PAMPHLET FILE

REFERENCE  
DO NOT CIRCULATE

WABASH ERIE CANAL

MATERIAL COLLECTED BY JAMES

REEDER, MONTEZAMA FROM ORIGINAL DOCUMENTS



LIST OF PROPERTY BELONGING TO THE TRUST  
ON DISTRICT NO.5 W.&C. CANAL JAN. 1, 1859

ON REPAIR

18 Bed comforts \$9.00 8 sheets \$1.60.....	10.60
9 Bed ticks \$2.70 7 pillows 1.40.....	4.10
1 Small coal stove.....	4.00
1 Hatchet & candlestick.....	.85
2 Long handled augers.....	1.25
1 2 inch auger.....	1.25
5 Long handled shovels.....	5.00
2 Scoop shovels & chains.....	4.00
21 lbs. nails.....	1.25
1 Cook Stove nearly new.....	16.00
1 Table bench.....	2.50
8 Boot stools.....	3.00
1 Dish.....	.30
18 Plates 90 12 cups and saucers .60.....	1.50
2 Dish pans \$1.21 1 Coffee Mill .30.....	1.55
17 Knives 10 forks.....	1.25
1 Water Cask.....	1.25
9 Wheel Barrows.....	18.00
12 Shovels.....	9.00
1 Crow Bar.....	1.75
2 Picks.....	1.50
1 Old axe .50 1 Wood saw .75.....	1.25
2 Wrenches.....	.50



3 Wooden Buckets.....	.60
500 Ft. Wheeling plank.....	3.75
One repair boat and lines rebuilt in 1858.....	1...400.00

Forward	\$ 495.00
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Left in Covington

34 Shovels left in Collector's office.....	17.00
18 Wheel barrows.....	18.00
2 Good barrows at Mr. White's.....	4.00
1 Pick 75 1 bucket 25.....	1.00

Left with Lock tender (Coal Creek)

6 wheel barrows.....	12.00
1 at Irons.....	2.00
7 Old wheel barrows.....	37.500
3 Augers \$2 4 stone barrow frames \$2.....	4.00
2 Doz. shovels new.....	25.00
16 Shovels nearly new.....	16.00
24 Shovels.....	14.40
23 " old.....	4.60
20 Bed ticks 4 Comforts.....	6.60
1 Set of blocks and rope.....	10.00
19 Plates, 20 cups 30 saucers.....	2.20
20 Knives 13 forks 23 iron spoons.....	1.50
10 lbs. Bolts.....	10.00
1 Let iron for Lock gates.....	46.40

\$ 730.95

About 2000 lbs. of the old aqueduct iron in Montezama	40.00
worth 2 cents, 1 old level worth	25.00
1 old Compass	25.00

\$820.95



"Ordered that the several Superintendents be allowed \$1.75 per week for the board of hands employed in the repair service, to be charged in their abstracts, which is understood to cover the cost of furnishing the bedding, cooking utensils, table furniture and fire wood, the Trust furnishing only the Repair Boat and necessary stoves, each Superintendent to have the use of the articles now on hand belonging to the above enumeration, as given in his schedule made up on the first October last and reported by the chief Engineer, leaving the same value of like articles on the boat in case he should at any time leave the service: Provided, that in case of any extraordinary break of other large repair, requiring suddenly a large increase of force, the Superintendents may at their discretion, either purchase the additional articles necessary for boarding, reporting the same to the Trust office and making afterwards the best disposal thereof, under the advice of the Resident Trustee; or the Superintendent may in such cases, if he think it more economical, procure boarding at the neighboring farm houses upon the best terms practicable.

Ordered that hereafter, on the first of October in each year, a minute comparative schedule of all tools, boats, materials and other property on each district belonging to the trust, be reported to the Resident Trustee by the Superintendent showing the number of all such articles on hand, with the value thereof at date, and also the number and value of same clap of articles on hand the year previous with the number purchased in the meantime.



I certify that the foregoing is a true copy of orders adopted by the Board of trustees of the Wabash and Erie Canal, on the eighteenth day of December 1850.

Witness the seal of the said Board of Trustees this twenty eighth day of January 1851.

S.G. Dodge

Clerk



Ordered, that in case of injury to any crop by the occurrence of a break in the canal, it shall be the duty of the Superintendent in charge, immediately thereafter to inspect the premises and if possible come to an understanding with the owner as to the value of the injury, but; if no such agreement can be made, then the Superintendent shall call in two judicious men to inspect and estimate the damages with a view to the preparation of testimony; the fact in either case to be reported to the Resident Trustee.

No. 389

In view of the extension of navigation during the present season as far south as Maysville, and the prospect of opening the entire line to Evansville by the close of next year, it is deemed proper at this time to make a new arrangement of the districts for the purpose of superintendence fixing the length and terminal of each with reference to economy and efficiency in the repair service and for this purpose it is.

Ordered that districts No. 1, 2 & 3 remain as heretofore established; that district No. 4 be extended south to the Shawnee Feeder; district No. 5 to extend from Shawnee to the lock opposite Clinton; District No. 6 from Clinton to the lower lock at Splurge creek reservoir, including Eel River Feeder; District No. 7 from Reservoir Lock to Owl Prairie (when this portion of the Canal shall have been completed) including the Reservoir; District No. 8 from Owl Prairie to the Patoka Locks; District No. 9 from the Patoka Lock to Evansville.

Ordered that A.J. Morley be appointed Superintendent of District No. 4; James Johnston of District No. 5, and Richard



Strout of District No.6

No. 403

Ordered that each superintendent of repairs be instructed to examine frequently the several canal bridges in his district at the crossing of the State or county roads, inspecting very carefully their condition and working such repairs to the floor and other parts thereof from time to time as may be necessary to keep said bridges in good and safe condition.

W.&.E. Canal to Samuel *Connor*

Bording Number of Meals

March 13th to 18th	58	at 10 cents	.....	5.80
March 29th	6	" " "	.....	.60
April 5th to 9th	56	" " "	.....	5.60
" 14th to 18th	38	" " "	.....	3.80
				<hr/>
				\$15.80



Trustees Office

W.&E. Canal

Terre Haute, Feb. 19, 1851

Dear Sir:

I enclose, for your information and guidance, two orders of the board of Trustees, adopted at the semi-annual meeting in December 1850.

They explain themselves. These orders were deemed essential to create uniformity in the repair service, and to avoid the multiplication of small accounts, and when practicable to lessen them.

The allowance for board of hands employed on repair boats, it will be seen, is the same amount heretofore paid, with but a single exception. That sum has been deemed ample by the various superintendents, and is so by the Board.

Very Respectfully

Your Obedient Servant

Thos. Dowling

Res. Trustee

Jas. Johnston Esq.

Sup. Dis. No.6

Terre Haute, Ind.



Photos taken by Mr. Delboughery on Jan. 21,  
 2001 of a store and wood land marks  
 situated northeast of old Fort Harrison.  
 2nd sheet - portions of Lost Creek with old  
 timber  
 3rd sheet - the bed of the W & Erie Canal near  
 4th sheet - old concrete bridge on R. 24 Fort Harrison  
 over Lost Creek

























